

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Patricia Nieto

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8 Attorneys for Plaintiff Benjamin Yoldi, an aggrieved
9 employee pursuant to the Private Attorneys General Act
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BENJAMIN YOLDI,

Plaintiff,

vs.

EDISON DOWNTOWN, INC., a California
corporation; THE EDISON DOWNTOWN
LOS ANGELES, a business entity
unknown; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: **20STCV10682**

ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 *ET*
SEQ.

**COMPLAINT FOR CIVIL PENALTIES
FOR VIOLATIONS OF CALIFORNIA
LABOR CODE, PURSUANT TO PAGA, §§
2698, ET SEQ.**

Jury Trial Demanded

1 Plaintiff Benjamin Yoldi (“Plaintiff”), as an aggrieved employee and on behalf of all
2 other non-party aggrieved employees and the State of California, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is a law enforcement action under the Labor Code Private Attorneys
5 General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”) to recover civil
6 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
7 current and former employees who worked for Defendant Edison Downtown, Inc., a
8 California corporation; The Edison Downtown Los Angeles, a business entity unknown; and
9 DOES 1 through 10, inclusive (collectively “Defendants”) in California as non-exempt,
10 hourly-paid employees and against whom one or more violations of any provision in Division
11 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in
12 the applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set
13 forth in this complaint (“Aggrieved Employees”), at any time between one year before
14 Plaintiff’s submission of the LWDA Notice (defined below) in advance of Plaintiff’s filing of
15 this complaint (in addition to all days the period was stayed or tolled) until judgment.
16 Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

17 2. This Court has jurisdiction over this action pursuant to the California
18 Constitution, Article VI, section 10. The statute under which this action is brought does not
19 specify any other basis for jurisdiction.

20 3. This Court has jurisdiction over all Defendants because Defendants are either
21 citizens of California, have sufficient minimum contacts in California, or otherwise
22 intentionally avail themselves of the California market so as to render the exercise of
23 jurisdiction over them by the California courts consistent with traditional notions of fair play
24 and substantial justice. There is no basis for federal diversity jurisdiction in this action given
25 that the State of California, the real party in interest, is not a “citizen” for purposes of
26 satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir.
27 Cal. 2013) (holding when the real party in interest is a state, it cannot be a “citizen” for
28 purposes of diversity jurisdiction). *Urbino* also holds that civil penalties cannot be aggregated

1 to satisfy the amount in controversy requirement for federal diversity jurisdiction in this
2 action. *Id.* at 1122.

3 4. Venue is proper in this Court because Defendants employ persons in this
4 county and employed Plaintiff in this county, and thus a substantial portion of the transactions
5 and occurrences related to this action occurred in this county.

6 5. PAGA authorizes aggrieved employees to sue as private attorneys general their
7 current or former employers for various civil penalties for violations of various provisions in
8 the California Labor Code.

9 **THE PARTIES**

10 6. Plaintiff is a resident of Los Angeles County, California. Defendants employed
11 Plaintiff from approximately 2014 to approximately January 4, 2020, as a non-exempt, hourly-
12 paid security guard. Plaintiff typically worked approximately five to eight hours or more per
13 day,¹ four to five days per week. At the time Plaintiff's employment with Defendants ended,
14 he earned approximately \$19 per hour. Plaintiff's job duties included, but were not limited to,
15 checking patrons' identification, monitoring patron traffic flow and restaurant/bar capacity,
16 and handling various security issues.

17 7. Plaintiff is informed and believes, and thereon alleges, that Defendant Edison
18 Downtown, Inc., a California corporation, is doing business in California, and at all times
19 hereinafter mentioned, an employer whose employees are engaged throughout this county, the
20 State of California, and the various states of the United States of America.

21 8. Plaintiff is informed and believes, and thereon alleges, that Defendant The
22 Edison Downtown Los Angeles, a business entity unknown, is doing business in California,
23 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
24 this county, the State of California, and the various states of the United States of America.

25 9. Plaintiff is unaware of the true names or capacities of the Defendants sued
26 herein under the fictitious names DOES 1 through 10, and will seek leave of this Court to
27 amend the complaint and serve such fictitiously named defendants once their names and
28

¹ On a few occasions, Plaintiff worked shifts exceeding 12 hours.

capacities become known. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 are the partners, agents, owners, shareholders, managers, or employees of the other named Defendants, and that each and all of the acts and omissions alleged herein were performed by, or is attributable to, Defendants each acting as the agent, employee, alter ego, joint employer, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

10. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages and violations herein alleged.

11. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

PAGA REPRESENTATIVE ALLEGATIONS

12. Plaintiff is informed and believes that Defendants are limited liability companies and/or corporations engaged in services across California. Upon information and belief, Defendants maintain a centralized Human Resources department at their corporate headquarters in Los Angeles, California, for all non-exempt, hourly-paid employees working for Defendants in California, including Plaintiff and Aggrieved Employees. At all relevant times, Defendants issued and maintained uniform, standardized practices and procedures for all non-exempt, hourly-paid employees in California, including Plaintiff and Aggrieved Employees, regardless of their location or position.

13. Upon information and belief, Defendants process payroll for all non-exempt, hourly-paid employees working for Defendants in California, including Plaintiff and Aggrieved Employees. Further, Defendants issue the same uniform and formatted wage statements to all non-exempt, hourly-paid employees in California, irrespective of their work

1 location, position, or manner in which each employee's employment ended. Defendants'
2 payroll department processed payroll for non-exempt, hourly-paid employees in the same
3 manner throughout California. In other words, Defendants utilized the same methods and
4 formulas when calculating wages and any other remunerations due to Plaintiff and Aggrieved
5 Employees in California.

6 14. Defendants continue to employ non-exempt, hourly-paid employees in
7 California.

8 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
9 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
10 and advisors knowledgeable about California labor and wage law, employment and personnel
11 practices, and about the requirements of California law.

12 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and
13 Aggrieved Employees were not fully compensated because, among other reasons, all hours
14 worked may not have been recorded and because Defendants did not always pay for all hours
15 worked.

16 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and Aggrieved Employees were entitled to receive certain
18 wages for overtime compensation and that they were not receiving overtime wages at the
19 correct overtime rate and/or for work that was required to be performed.

20 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and Aggrieved Employees were entitled to receive at least
22 minimum wages for all hours worked. In violation of the California Labor Code, Plaintiff and
23 Aggrieved Employees were not paid at least minimum wages for all work performed.

24 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and Aggrieved Employees were entitled to meal periods in
26 accordance with the Labor Code; that Plaintiff and Aggrieved Employees were entitled to
27 payment of one additional hour of pay at their regular rates of compensation when they were
28 not provided with timely, uninterrupted, thirty-minute meal periods; and that Plaintiff and

1 Aggrieved Employees were not provided with all meal periods nor payment of one additional
2 hour of pay at their regular rates of compensation when they did not receive a timely,
3 uninterrupted, thirty-minute meal period.

4 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and Aggrieved Employees were entitled to rest periods in
6 accordance with the Labor Code and applicable IWC Wage Order, that Defendants knew or
7 should have known that Plaintiff and Aggrieved Employees were entitled to payment of one
8 additional hour of pay at their regular rates of compensation when they were not provided
9 with a compliant rest period, and that Plaintiff and Aggrieved Employees were not provided
10 compliant rest periods nor payment of one additional hour of pay at their regular rates of
11 compensation when they were not provided a compliant rest period.

12 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and Aggrieved Employees were entitled to receive complete
14 and accurate wage statements in accordance with California law. In violation of the California
15 Labor Code, Plaintiff and Aggrieved Employees were not provided complete and accurate
16 wage statements.

17 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that they had a duty to maintain accurate and complete payroll records in
19 accordance with the Labor Code and applicable IWC Wage Order, but failed to do so.

20 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that they had a duty to maintain accurate and complete time records in
22 accordance with the Labor Code and applicable IWC Wage Order, but failed to do so.

23 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and Aggrieved Employees were entitled to timely payment
25 of wages during their employment. In violation of the California Labor Code, Plaintiff and
26 Aggrieved Employees did not receive payment of all wages, including, but not limited to,
27 overtime wages, minimum wages, meal period and rest period premium wages, and reporting
28 time pay, within permissible time periods.

1 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and Aggrieved Employees were entitled to timely payment
3 of all wages earned upon termination of employment. In violation of the California Labor
4 Code, Plaintiff and Aggrieved Employees did not receive payment of all wages due,
5 including, but not limited to, overtime wages, minimum wages, meal period and rest period
6 premium wages, and reporting time pay, within permissible time periods.

7 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
8 mentioned, Defendants knew or should have known that Plaintiff and Aggrieved Employees
9 are entitled to no less than 2 hours of pay, but not more than 4 hours, at the employee's
10 regular rate of pay when they are required to report for work, but are not put to work or work
11 less than half the usual or scheduled shift. Plaintiff is informed and believes, and thereon
12 alleges, that in violation of the California Labor Code and the applicable IWC Wage Order,
13 Plaintiff and Aggrieved Employees did not receive reporting time pay as required.

14 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
15 mentioned, Defendants knew or should have known that they had a duty to compensate
16 Plaintiff and Aggrieved Employees for all hours worked, and that Defendants had the
17 financial ability to pay such compensation, but failed to do so, and falsely represented to
18 Plaintiff and Aggrieved Employees that they were properly denied wages, all in order to
19 increase Defendants' profits.

20 28. At all times herein set forth, PAGA provides that any provision of law under
21 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
22 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
23 violations of the California Labor Code and applicable IWC Wage Order may, as an
24 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
25 themselves and other current or former employees pursuant to procedures outlined in
26 California Labor Code section 2699.3.

27 29. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
28 person who was employed by the alleged violator and against whom one or more of the

1 alleged violations was committed.”

2 30. Plaintiff and other current and former employees of Defendants are “aggrieved
3 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
4 or former employees and one or more of the alleged violations were committed against them.

5 31. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
6 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
7 following requirements have been met:

- 8 (a) The aggrieved employee or representative shall give written notice by
9 online filing with the LWDA and by certified mail to the employer of
10 the specific provisions of the California Labor Code alleged to have
11 been violated, including the facts and theories to support the alleged
12 violation.
- 13 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
14 2699.3(a) and any employer response to that notice shall be
15 accompanied by a filing fee of seventy-five dollars (\$75).
- 16 (c) The LWDA shall notify the employer and the aggrieved employee or
17 representative by certified mail that it does not intend to investigate the
18 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
19 the postmark date of the aggrieved employee’s notice. Upon receipt of
20 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
21 (65) calendar days of the postmark date of the aggrieved employee’s
22 notice, the aggrieved employee may commence a civil action pursuant
23 to California Labor Code section 2699 to recover civil penalties.

24 32. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
25 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
26 provision other than those listed in Section 2699.5 after the following requirements have been
27 met:

- 28 (a) The aggrieved employee or representative shall give (a) written notice

1 by online filing with the LWDA and by certified mail to the employer of
2 the specific provisions of the California Labor Code alleged to have
3 been violated (other than those listed in Section 2699.5), including the
4 facts and theories to support the alleged violation.

5 (b) An aggrieved employee's notice filed with the LWDA pursuant to
6 2699.3(c) and any employer response to that notice shall be
7 accompanied by a filing fee of seventy-five dollars (\$75).

8 (c) The employer may cure the alleged violation within thirty-three (33)
9 calendar days of the postmark date of the notice sent by the aggrieved
10 employee or representative. The employer shall give written notice
11 within that period of time by certified mail to the aggrieved employee or
12 representative and by online filing with the LWDA if the alleged
13 violation is cured, including a description of actions taken, and no civil
14 action pursuant to Section 2699 may commence. If the alleged violation
15 is not cured within the 33-day period, the aggrieved employee may
16 commence a civil action pursuant to Section 2699.

17 33. On January 6, 2020, Plaintiff provided written notice by online filing to the
18 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
19 Code alleged to have been violated, including facts and theories to support the alleged
20 violations, in accordance with the applicable filing fee of seventy-five dollars (\$75). A true
21 and correct copy of Plaintiff's written notice to the LWDA and Defendants dated January 6,
22 2020, is attached as Exhibit 1.

23 34. As of the filing of this complaint, over 65 days have passed since Plaintiff sent
24 the LWDA Notice described above to the LWDA, and the LWDA has not responded that it
25 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

26 35. Thus, Plaintiff has satisfied the administrative prerequisites under California
27 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants, in
28 addition to other remedies, for violations of California Labor Code sections 201, 202, 204,

223, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198 as well as all applicable IWC Wage Orders.

36. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and Aggrieved Employees' rights by violating various sections of the California Labor Code as set forth above.

37. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work, as well as the applicable IWC Wage Order.

38. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all Aggrieved Employees, and the State of California against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 204, 223, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198, as well as all applicable IWC Wage Orders.

FIRST CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code sections 2698, *et seq.*

(Against all Defendants)

39. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

40. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover various civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 223, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including section 1182.12.

41. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of Labor Code sections 510 and 1198, and the applicable IWC

Wage Order for Defendants' failure to compensate Plaintiff and Aggrieved Employees with all required overtime pay, as set forth below;

- (b) Violations of Labor Code sections 223, 1182.12, 1194, 1197, and 1197.1, and the applicable IWC Wage Order for Defendant's failure to compensate Plaintiff and Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;
- (c) Violation of Labor Code sections 226.7, 512(a), and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and Aggrieved Employees with meal periods, as set forth below;
- (d) Violation of Labor Code sections 226.7 and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and Aggrieved Employees with rest periods, as set forth below;
- (e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and Aggrieved Employees, as set forth below;
- (f) Violations of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain accurate payroll records, as set forth below;
- (g) Violations of Labor Code section 1198 and the applicable IWC Wage Order for failure to maintain accurate time records, as set forth below;
- (h) Violation of Labor Code section 204 for failure to timely pay all earned wages during employment, as set forth below;
- (i) Violation of Labor Code sections 201 and 202 for failure to timely pay all earned wages upon termination, as set forth below; and
- (j) Violation of Labor Code section 1198 and section (5) of the applicable IWC Wage Order for failing to pay reporting time payments to Plaintiff and Aggrieved Employees, as set forth more fully below.

**FAILURE TO PAY OVERTIME WAGES IN
VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

42. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

43. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

44. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and Aggrieved Employees working more than eight hours in a day or more than forty hours in a workweek, at the rate of time and one-half for all hours worked in excess of eight hours in a day or more than forty hours in a workweek.

45. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and Aggrieved Employees working more than twelve hours in a day, overtime compensation at a rate of two times their regular rate of pay, and required to pay Plaintiff and Aggrieved Employees at a rate of two times their regular rate of pay for hours worked in excess of eight hours on the seventh consecutive day of a work in a workweek.

46. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay.

47. California Labor Code section 510 codifies the right to overtime compensation at one and one-half times the regular rate of pay for hours worked in excess of eight hours in a day or forty hours in a week or for the first eight hours worked on the seventh day of work, and to overtime compensation at twice the employee’s regular rate of pay for hours worked in excess of twelve hours in a day or in excess of eight hours in a day on the seventh day of work.

1 48. At all relevant times, Defendants failed to pay all overtime wages owed to
2 Plaintiff and Aggrieved Employees. During the relevant time period, Plaintiff and Aggrieved
3 Employees were not paid overtime wages for all of the hours they worked in excess of eight
4 hours a day, in excess of twelve hours in a day, and/or in excess of forty hours in a week,
5 sometimes because all hours that they worked were not recorded, and other times because they
6 were simply not paid for the hours that were recorded. For example, due to the lack of
7 coverage, Plaintiff would oftentimes work through his meal periods while off-the-clock
8 because there would be no one to relieve him of his duties.

9 49. Moreover, Defendants also encouraged Plaintiff and Aggrieved Employees to
10 work off-the-clock. Plaintiff would sometimes work off-the-clock because Defendants would
11 ask him to perform tasks while he was clocked out on a meal period. Plaintiff also witnessed
12 other Aggrieved Employees such as food runners, servers and cooks being encouraged by
13 Defendants to skip their meal periods. When Plaintiff was first hired, he was asked to read the
14 employee handbook at home while off-the-clock. Plaintiff also noticed there were times that
15 even though he did not clock out for a meal period because he was unable to take it, his
16 clocking records would be subsequently altered by Defendants to reflect that a meal period
17 had been taken.

18 50. Additionally, Plaintiff worked daily overtime but his overtime hours were not
19 always included in his paycheck for the pay period in which the overtime was worked. As a
20 result, Plaintiff frequently performed work that was not properly recorded and/or paid, and the
21 hours Aggrieved Employees worked may not have been properly recorded and, therefore, not
22 properly paid as well.

23 51. Furthermore, Defendants did not pay Plaintiff and Aggrieved Employees the
24 correct overtime rate for the recorded overtime hours that they generated. Based on
25 information and belief, in addition to an hourly wage, Defendants paid Plaintiff and Aggrieved
26 Employees incentive pay and/or nondiscretionary compensation. However, in violation of the
27 California Labor Code, Defendants failed to incorporate all remunerations, including incentive
28 pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for

1 purposes of calculating the overtime wage rate. Therefore, during times when Plaintiff and
2 Aggrieved Employees worked overtime and received incentive pay and/or nondiscretionary
3 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than
4 required.

5 52. Defendants knew or should have known that, as a result of their policies and/or
6 practices, Plaintiff and Aggrieved Employees were performing work for which Plaintiff and
7 Aggrieved Employees were not paid. Defendants also knew, or should have known, that they
8 did not compensate Plaintiff and Aggrieved Employees for all hours worked. Because Plaintiff
9 and Aggrieved Employees sometimes worked shifts of eight hours a day or more and forty
10 hours a week or more, some of this work performed before and/or after shifts qualified for
11 overtime premium pay. Therefore, Plaintiff and Aggrieved Employees were not paid overtime
12 wages for all of the overtime hours they actually worked.

13 53. Defendants' failure to pay Plaintiff and Aggrieved Employees all overtime
14 compensation owed, as required by California law, violates the provisions of California Labor
15 Code sections 510 and 1198. Plaintiff and Aggrieved Employees are entitled to recover civil
16 penalties, attorneys' fees, costs, and interest pursuant to Labor Code sections 558, 1194 and/or
17 2699(a), (f), and (g).

18 **FAILURE TO PAY MINIMUM WAGES**

19 **VIOLATION OF LABOR CODE SECTIONS 223, 1182.12, 1194, 1197, AND 1198**

20 54. At all relevant times, California Labor Code sections 223, 1182.12, 1194, 1197,
21 and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum
22 wage to be paid to employees, and the payment of a wage less than the minimum so fixed is
23 unlawful. Compensable work time defined in Wage Order No. 5 as "the time during which an
24 employee is subject to the control of an employer, and includes all the time the employee is
25 suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, §
26 11050(2)(K) (defining "Hours Worked").

27 55. Defendants systematically did not pay Plaintiff and Aggrieved Employees all
28 hours worked. To the extent that these unpaid hours did not qualify for overtime premium

1 payment, Defendants did not pay at least minimum wages for those hours worked in violation of
2 California Labor Code sections 223, 1182.12, 1194, 1197, and 1198. Accordingly, Plaintiff and
3 Aggrieved Employees are entitled to recover from Defendants civil penalties, attorneys' fees,
4 costs, and interest thereon, pursuant to Labor Code sections 1194, 1197.1, and/or 2699(a), (f),
5 and (g).

6 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
7 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), AND 1198**

8 56. At all relevant times herein set forth, California Labor Code sections 226.7,
9 512(a), and 1198, and the applicable IWC Wage Order were applicable to Plaintiff's and
10 Aggrieved Employees' employment by Defendants.

11 57. At all relevant times herein set forth, California Labor Code section 512(a)
12 provides that an employer may not require, cause, or permit an employee to work for a period
13 of more than five hours per day without providing the employee with a meal period of not less
14 than thirty minutes, except that if the total work period per day of the employee is not more
15 than six hours, the meal period may be waived by mutual consent of both the employer and
16 the employee. Under California law, first meal periods must start after no more than five
17 hours. *Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1041-1042 (2012).

18 58. At all relevant times herein set forth, California Labor Code sections 226.7,
19 512(a), and 1198 provide that no employer shall require an employee to work during any meal
20 period mandated by an applicable order of the IWC. The wage order's meal period
21 requirement is satisfied if "the employee (1) has at least 30 minutes uninterrupted, (2) is free
22 to leave the premises, and (3) is relieved of all duty for the entire period." *Brinker Rest. Corp.*,
23 53 Cal. 4th at 1036.

24 59. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), and
25 1198, and the applicable IWC Wage Order also require employers to provide a second meal
26 break of not less than thirty minutes if an employee works over ten hours per day, and if one is
27 not provided, pay an employee one additional hour of pay at the employee's regular rate of
28 compensation, except that if the total hours worked is no more than twelve hours, the second

1 meal period may be waived by mutual consent of the employer and the employee only if the
2 first meal period was not waived.

3 60. As stated above, upon information and belief, at all relevant times Defendants
4 had, and continue to have, a company-wide policy and/or practice of understaffing their
5 establishments, which resulted in a lack of break coverage and prevented Plaintiff and
6 Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were
7 entitled. Plaintiff and Aggrieved Employees had to work through many of their meal periods,
8 have their meal periods interrupted to return to work, and/or wait until after they had already
9 worked five hours before taking meal periods in order to adhere to this labor budget and/or
10 understaffed schedules.

11 61. Defendants have also systematically discouraged or impeded Plaintiff and
12 Aggrieved Employees from taking meal periods including by failing to schedule meal periods
13 and interrupting them, even though it is aware and knows that employees are entitled to such
14 meal periods. Additionally, Defendants had a practice and/or procedure in which supervisors
15 and managers directed Plaintiff and Aggrieved Employees to clock out for meal periods but
16 continue working. If things slowed down, the managers would then tell Plaintiff and
17 Aggrieved Employees to take a meal period, however, those meal periods would be too late or
18 too short. Moreover, when Plaintiff missed meal periods, his supervisors and managers would
19 adjust the time records by adding clockings for meal periods that he did not receive.

20 62. Defendants also systematically, and on a company-wide basis, did not provide
21 second meal periods and had no policy for permitting and authorizing Plaintiff and Aggrieved
22 Employees to take a second 30-minute meal period on days they worked more than 10 hours
23 in one day. During the relevant time period, Plaintiff and Aggrieved Employees sometimes
24 worked shifts longer than 10 hours and did not receive an uninterrupted second 30-minute
25 meal period. As a result of these policies and/or practices, Plaintiff and Aggrieved Employees
26 continued to perform their assigned duties without being able to take timely, compliant meal
27 periods. Plaintiff and Aggrieved Employees had to work through all or part of their meal
28 periods, had their meal periods interrupted, and/or had to wait extended periods of time before

1 taking meal periods.

2 63. To the extent Defendants required their employees to sign written “on-duty”
3 meal period agreements, such agreements were invalid as the nature of the work performed by
4 Plaintiff and Aggrieved Employees did not necessitate an “on-duty” meal period under
5 California law. Defendants could have provided break coverage for their employees or staffed
6 more than one employee in different areas, but chose not to do so.

7 64. At all times herein mentioned, Defendants knew or should have known that, as
8 a result of their practices and policies, Plaintiff and Aggrieved Employees have been required
9 to perform some of their assigned duties during meal periods and that Defendants did not pay
10 Plaintiff and Aggrieved Employees meal period premium wages when meal periods were late,
11 interrupted, and/or missed. As a result, Plaintiff and Aggrieved Employees had to work
12 through some or all of their meal periods, had their meal periods interrupted to return to work,
13 and/or waited extended periods of time before taking meal periods. Plaintiff and Aggrieved
14 Employees were made to work over five hours before Defendants permitted and authorized
15 them to take their meal periods, and their meal periods were cut short and/or taken late so that
16 Plaintiff and Aggrieved Employees could attend to their assigned tasks.

17 65. Moreover, upon information and belief, Defendants engaged in a systematic,
18 company-wide practice and/or policy of not paying meal period premiums for Plaintiff and
19 Aggrieved Employees, regardless of whether they were able to take a compliant meal period,
20 in violation of Labor Code sections 226.7 and 512(a), and the applicable IWC Wage Order. As
21 a result, Defendants failed to provide Plaintiff and Aggrieved Employees with compliant meal
22 periods in violation of California Labor Code sections 226.7 and 512(a) and failed to pay the
23 full meal period premiums due. Alternatively, to the extent that Defendants did pay meal
24 period premium wages to Plaintiff and Aggrieved Employees, such payments were admissions
25 of Defendants’ failure to provide meal periods. Additionally, Defendants paid meal period
26 premiums at the incorrect rates. Because Defendants did not properly calculate Plaintiff’s and
27 Aggrieved Employees’ regular rates of compensation by failing to include all remunerations,
28 such as nondiscretionary bonuses and incentive pay, any premiums paid for meal period

violations were also paid at an incorrect rate and resulted in an underpayment of meal period premium wages.

66. Defendants' conduct violates California Labor Code sections 226.7, 512(a), and 1198, and the applicable IWC Wage Order. Plaintiff and Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, as well as unpaid wages, pursuant to Sections 558 and/or 2699(a), (f), and (g).

**FAILURE TO PROVIDE REST PERIODS IN
VIOLATION OF LABOR CODE SECTIONS 226.7 AND 1198**

67. At all relevant times herein set forth, California Labor Code sections 226.7 and 1198, and the applicable IWC Wage Order were applicable to Plaintiff and Aggrieved Employees' employment by Defendants.

68. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half hours.

69. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to provide rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties — including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016). Pursuant to California Labor Code section 226.7(c) and the applicable IWC Wage Order, Plaintiff and Aggrieved Employees are entitled to recover from Defendants one additional hour of pay at their regular rates of compensation for each work day that a required rest period was not provided.

1 70. Upon information and belief, during the relevant time period, Defendants’
2 company-wide policy and practice of understaffing their establishments resulted in a lack of
3 break coverage, which prevented Plaintiff and Aggrieved Employees from being relieved of
4 all duty in order to take compliant rest periods.

5 71. Moreover, upon information and belief, Defendants have also engaged in a
6 systematic, company-wide practice and/or policy of not paying rest period premiums owed
7 when rest periods are not provided. Additionally, Defendants paid rest period premiums at the
8 incorrect rates. Because Defendants did not properly calculate Plaintiff’s and Aggrieved
9 Employees’ regular rates of compensation by including all remunerations, such as
10 nondiscretionary bonuses and incentive pay, any premiums paid for rest period violations
11 were also paid at an incorrect rate and resulted in an underpayment of rest period premium
12 wages. Thus, Defendants denied Plaintiff and Aggrieved Employees rest periods and failed to
13 pay them rest period premium wages due, in violation of Labor Code section 226.7 and the
14 applicable IWC Wage Order.

15 72. To the extent that Defendants did pay rest period premium wages to Plaintiff
16 and Aggrieved Employees, such payments are admissions of Defendants’ failure to provide
17 rest periods.

18 73. Defendants’ conduct violates California Labor Code sections 226.7 and 1198
19 and the applicable IWC Wage Order. Plaintiff and Aggrieved Employees are therefore entitled
20 to recover civil penalties, attorneys’ fees, costs, and interest, pursuant to Sections 2699(a), (f),
21 and (g).

22 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS IN**
23 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 226(a) AND 1198**

24 74. At all relevant times herein set forth, California Labor Code section 226(a)
25 provides that every employer shall furnish each of his or her employees an accurate and
26 complete itemized wage statement in writing, including, but not limited to, the name and
27 address of the legal entity that is the employer, the inclusive dates of the pay period, total
28 hours worked, and all applicable rates of pay.

1 75. Defendants have not provided Plaintiff and Aggrieved Employees with
2 properly itemized wage statements. Moreover, an aggrieved employee may seek civil
3 penalties under Labor Code section 2699 for violations of wage statement requirements
4 without the need to establish injury.

5 76. Further, Labor Code section 226.3 provides that any employer who violates
6 section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per
7 violation in an initial citation and \$1,000 per employee for each violation in a subsequent
8 citation, for which the employer fails to provide the employee a wage statement or fails to
9 keep the required records pursuant to Section 226(a).

10 77. Defendants have provided Plaintiff and Aggrieved Employees with incomplete
11 and inaccurate wage statements. Defendants failed to provide accurate wage statements for
12 Plaintiff and Aggrieved Employees showing, among other things, gross wages earned, total
13 hours worked, net wages earned, the name and address of the legal entity, and all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at each
15 hourly rate, and/or failing to state all hours worked as a result of not recording or stating all the
16 hours that Plaintiff and Aggrieved Employees worked off-the-clock.

17 78. Because Defendants failed to provide, among other things, the accurate number
18 of total hours worked, as well as gross wages earned, and net wages earned on wage
19 statements, Plaintiff and Aggrieved Employees have been prevented from verifying, solely
20 from information on the wage statements themselves, that they were paid correctly and in full.
21 Instead, Plaintiff and Aggrieved Employees have had to look to sources outside of the wage
22 statements themselves and reconstruct time records to determine whether in fact they were
23 paid correctly and the extent of underpayment, thereby causing them injury.

24 79. Plaintiff and Aggrieved Employees are therefore entitled to recover penalties,
25 attorneys' fees, costs, and interest pursuant to Labor Code sections 226.3 and/or 2699(a), (f),
26 and (g).
27
28

**FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS IN
VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 1174(d) AND 1198 AND
CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 11050 SUBD. 7**

80. At all times relevant herein set forth, California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d).

81. During the relevant time period, and in violation of Labor Code section 1174(d), Defendants failed to maintain accurate payroll records for Plaintiff and Aggrieved Employees showing the accurate daily hours worked and the wages paid as well as failing to correctly list the gross wages and net wages earned by them.

82. Defendants’ conduct violates California Labor Code sections 1174(d) and 1198 and the applicable IWC Wage Order. Plaintiff and Aggrieved Employees are therefore entitled to recover civil penalties, attorneys’ fees, costs, and interest, pursuant to Sections 1174.5 and 2699(a), (f), and (g).

**FAILURE TO MAINTAIN ACCURATE TIME RECORDS IN
VIOLATION OF CALIFORNIA LABOR CODE SECTION 1198 AND CALIFORNIA
CODE OF REGULATIONS TITLE 8, SECTION 11050 SUBDIVISION 7**

83. At all times relevant herein set forth, California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant

1 to the applicable IWC Wage Order, employers are required to keep accurate time records
2 showing when the employee begins and ends each work period and meal period. Cal. Code
3 Regs. Tit. 8, § 11050(7)(A).

4 84. During the relevant time period, Defendants failed, on a company-wide basis,
5 to keep accurate records of hours worked for Plaintiff and Aggrieved Employees, in violation
6 of section 1198 and the applicable IWC Wage Order.

7 85. Plaintiff and Aggrieved Employees are therefore entitled to recover penalties,
8 attorneys' fees, costs, and interest pursuant to Labor Code section 2699(a), (f), and (g).

9 **FAILURE TO PAY WAGES DURING EMPLOYMENT IN**
10 **VIOLATION OF LABOR CODE SECTION 204**

11 86. At all times relevant herein set forth, California Labor Code section 204
12 provides that all wages earned by any person in any employment between the first and the
13 fifteenth days, inclusive, of any calendar month, other than those wages due upon termination
14 of an employee, are due and payable between the sixteenth and the twenty-sixth day of the
15 month during which the labor was performed.

16 87. At all times relevant herein, Labor Code section 204 provides that all wages
17 earned by any person in any employment between the sixteenth and the last day, inclusive, of
18 any calendar month, other than those wages due upon termination of an employee, are due and
19 payable between the first and the tenth day of the following month.

20 88. At all times relevant herein, Labor Code section 204 provides that all wages
21 earned for labor in excess of the normal work period shall be paid no later than the payday for
22 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
23 204 provides that the requirements of this section are deemed satisfied by the payment of
24 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
25 seven calendar days following the close of the payroll period.

26 89. At all relevant times herein, Defendants failed to pay Plaintiff and Aggrieved
27 Employees all wages due including, but not limited to, overtime wages, minimum wages, and
28 reporting time pay, within the time periods specified by Labor Code section 204.

1 90. Plaintiff and Aggrieved Employees are therefore entitled to recover civil
2 penalties, attorneys' fees, costs, and interest, pursuant to Labor Code section 2699(a), (f), and
3 (g).

4 **FAILURE TO PAY WAGES UPON TERMINATION IN**
5 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 201 AND 202**

6 91. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
7 that if an employer discharges an employee, the wages earned and unpaid at the time of
8 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
9 her employment, his or her wages shall become due and payable not later than seventy-two
10 hours thereafter, unless the employee has given seventy-two hours previous notice of his or
11 her intention to quit, in which case the employee is entitled to his or her wages at the time of
12 quitting.

13 92. During the relevant time period, on information and belief, Defendants failed to
14 pay Plaintiff and Aggrieved Employees who are no longer employed by Defendants all their
15 earned wages at the time of discharge or within seventy-two hours of their leaving
16 Defendants' employ, including but not limited to, overtime wages, minimum wages, and
17 reporting time pay, either at the time of discharge or within 72 hours of their leaving
18 Defendants' employment.

19 93. Defendants' failure to pay Plaintiff and Aggrieved Employees who are no
20 longer employed by Defendants their wages earned and unpaid at the time of discharge, or
21 within 72 hours of their leaving Defendants' employment, violates Labor Code sections 201
22 and 202. Plaintiff and Aggrieved Employees are therefore entitled to recover civil penalties,
23 attorneys' fees, costs, and interest, pursuant to Labor Code section 2699(a), (f), and (g).

24 **FAILURE TO PROVIDE REPORTING TIME PAY IN**
25 **VIOLATION OF CALIFORNIA LABOR CODE SECTION 1198 AND CALIFORNIA**
26 **CODE OF REGULATIONS TITLE 8, SECTION 11050 SUBDIVISION 7**

27 94. At all times herein set forth, California Labor Code section 1198 makes it
28 illegal to employ an employee under conditions of labor that are prohibited by the applicable

1 wage order. California Labor Code section 1198 requires that "... the standard conditions of labor
2 fixed by the commission shall be the ... standard conditions of labor for employees. The
3 employment of any employee ... under conditions of labor prohibited by the order is unlawful."

4 95. The applicable IWC Wage Order and California Code of Regulations, Title 8,
5 section 11050(5)(A), provides that:

6 Each workday an employee is required to report for work and does
7 report, but is not put to work or is furnished less than half said
8 employee's usual or scheduled day's work, the employee shall be
9 paid for half the usual or scheduled day's work, but in no event for
less than two (2) hours nor more than four (4) hours, at the
employee's regular rate of pay, which shall not be less than the
minimum wage.

10 96. Upon information and belief, Defendants violated California Labor Code section
11 1198 and California Code of Regulations, Title 8, section 11050(5), because they failed to pay
12 Plaintiff and Aggrieved Employees reporting time pay when they reported for work and were
13 immediately dismissed or put to work for less than half their usual or scheduled shift.

14 97. For instances, on some occasions, Plaintiff had reported to work based on the
15 schedule that Defendants provided to him only to be sent home immediately or be sent home
16 before having worked less than half of his scheduled shift. When this occurred, Defendants
17 did not pay Plaintiff and Aggrieved Employees for at least half of their scheduled hours. As a
18 result, Plaintiff and Aggrieved Employees were not properly compensated with reporting time pay
19 in violation of California Labor Code section 1198.

20 98. Accordingly, Plaintiff and Aggrieved Employees are therefore entitled to
21 recover penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code section
22 2699(a), (f), and (g) for any violations of Labor Code section 1198 and California Code of
23 Regulations, Title 8, section 11050(5).

24 **REQUEST FOR JURY TRIAL**

25 Plaintiff requests a trial by jury.

26 **PRAYER FOR RELIEF**

27 Plaintiff, on behalf of the State of California and all Aggrieved Employees, prays for
28 relief and judgment against Defendants, jointly and severally, as follows:

1 1. For civil penalties and attorneys' fees and costs in excess of twenty-five
2 thousand dollars (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a
3 different amount.

4 **As to the First Cause of Action**

5 2. That the Court declare, adjudge and decree that Defendants violated the
6 following California Labor Code provisions as to Plaintiff and/or Aggrieved Employees: 510
7 and 1198 (by failing to pay all overtime compensation); 223, 1182.12, 1194, 1197, and 1198
8 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), and 1198 (by
9 failing to provide all meal periods); 226.7 and 1198 (by failing to provide all rest periods);
10 226(a) and 1198 (by failing to provide accurate wage statements); 1174(d), 1198 and
11 California Code of Regulations, Title 8, section 11050(7) (by failing to maintain accurate and
12 complete payroll records); 1198 and California Code of Regulations, Title 8, section
13 11050(7) (by failing to maintain accurate and complete time records); 204 (by failing timely
14 to pay all earned wages during employment); 201 and 202 (by failing timely to pay all earned
15 wages upon termination); and 1198 and California Code of Regulations, Title 8, section
16 11050(5) (by failing to pay reporting time pay).

17 3. For civil penalties pursuant to California Labor Code sections 226.3, 558,
18 1174.5, 1197.1, 2699(a) and/or 2699(f) and (g), for violations of California Labor Code
19 sections 201, 202, 204, 223, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197,
20 1197.1, and 1198, as well as all applicable IWC Wage Orders;

21 4. For attorneys' fees and costs pursuant to California Labor Code sections
22 1194(a), 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of
23 California Labor Code sections 201, 202, 204, 223, 226(a), 226.7, 510, 512(a), 1174(d),
24 1182.12, 1194, 1197, 1197.1, and 1198;

25 5. For pre-judgment and post-judgment interest as provided by law; and

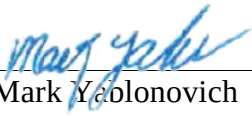
26 6. For such other and further relief as the Court may deem equitable and
27 appropriate.
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Dated: March 16, 2020

Respectfully submitted,

LAW OFFICES OF MARK YABLONOVICH

By: 
Mark Yablonoich

Attorneys for Plaintiff Benjamin Yoldi

EXHIBIT 1

LAW OFFICES OF
MARK YABLONOVICH
1875 CENTURY PARK EAST, SUITE 700
LOS ANGELES, CALIFORNIA 90067-2508
TELEPHONE: (310) 286-0246
FACSIMILE: (310) 407-5391

January 6, 2020

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforMr.net/260>)

Subject: *Benjamin Yoldi v. The Edison Downtown Los Angeles*

Dear PAGA Administrator:

This office represents Benjamin Yoldi in connection with his claims under the California Labor Code. Mr. Yoldi is an employee of The Edison Downtown Los Angeles and/or Edison Downtown, Inc. ("EDISON").

The employer may be contacted directly:

EDISON DOWNTOWN, INC.
108 W. 2ND STREET, #101
LOS ANGELES, CA 90012

THE EDISON DOWNTOWN LOS ANGELES
108 W. 2ND STREET, #101
LOS ANGELES, CA 90012

Mr. Yoldi intends to seek civil penalties, attorneys' fees, costs, and other available relief for EDISON's violations of the California Labor Code, which are recoverable under Sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Yoldi seeks relief on behalf of himself, the State of California, and other persons who are or were employed by EDISON in California as non-exempt, hourly-paid employees and who received or should have received at least one wage statement ("Aggrieved Employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

EDISON currently employs Mr. Yoldi as an hourly-paid security guard or doorman from approximately 2014 to the present. Mr. Yoldi typically works approximately five to eight hours or more per shift about four to five days per week. Mr. Yoldi's current rate of pay is approximately \$19 per hour. His job duties included checking patrons' identification, monitoring patron traffic flow and restaurant/bar capacity, and handling various security issues.

EDISON committed one or more of the following Labor Code violations against Mr. Yoldi and/or the Aggrieved Employees, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

¹ These facts, theories, and claims are based on Mr. Yoldi's experience and counsel's review of those records currently available relating to Mr. Yoldi's employment. Discovery conducted in

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Edison's Company-Wide and Uniform Payroll and Human Resources Practices

EDISON is a California corporation that provides venue services to host private events as well as a restaurant/bar open to the public. Upon information and belief, EDISON maintains a centralized Human Resources department at its California headquarters in Los Angeles, California, for all non-exempt, hourly-paid employees working for EDISON in California, including Mr. Yoldi and other Aggrieved Employees. At all relevant times, EDISON issued and maintained uniform, standardized practices and procedures for all non-exempt, hourly-paid employees in California, including Mr. Yoldi and other Aggrieved Employees, regardless of their location or position.

Upon information and belief, EDISON issues the same uniform and formatted wage statements to all non-exempt, hourly-paid employees in California, regardless of their location, position, or manner in which each employee's employment ended. EDISON'S payroll department processed payroll for non-exempt, hourly-paid employees in the same manner for all California employees. In other words, EDISON utilized the same methods and formulas when calculating wages and any other remunerations due to Mr. Yoldi and other Aggrieved Employees in California.

Violation of California Labor Code sections 510 and 1198 and California Code of Regulations Title 8, section 11050 subdivision 3

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order, require employers to pay employees working more than eight hours in a day, more than forty hours in a workweek, or for the first eight hours on the seventh consecutive day of work at the rate of time-and-one-half times the regular rate of pay for all hours worked in excess of eight hours in a day, in excess of forty hours in a workweek, and during the first eight hours on the seventh consecutive day of work. The applicable Wage Order further provides that employers are required to pay employees working more than twelve hours in a day or in excess of eight hours on the seventh consecutive day overtime compensation at a rate of two times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including non-discretionary bonuses and incentive pay. EDISON failed to pay all overtime wages owed to Mr. Yoldi and other Aggrieved Employees. During the relevant time period, Mr. Yoldi and other Aggrieved Employees were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess

litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of, typically because the aggrieved employee was not aware of the law's requirements and/or the employer's obligations, the employer misinformed its employees of the law's requirements, or because the employer effectively hid the violations. Thus, Mr. Yoldi reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

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of twelve hours in a day, in excess of forty hours in a week, and/or for the seventh consecutive day of work, sometimes because all hours that they worked were not recorded, and other times because they were simply not paid for all hours that were recorded and/or worked. For example, sometimes Mr. Yoldi worked daily overtime but his overtime hours were not always included in his paycheck for the pay period in which the overtime was worked. Additionally, Mr. Yoldi would work through meal breaks (i.e., while off-the-clock) because there would be no one to relieve him for breaks and other times he was asked to perform tasks while he was clocked out for his meal break. Mr. Yoldi has witnessed other employees such as food runners, servers and cooks who are encouraged to skip their meal breaks. EDISON encouraged off-the-clock work. For example, when Mr. Yoldi was first hired, he was asked to read the employee handbook at home while off-the-clock. Mr. Yoldi also noticed there were times that even though he did not clock out for a meal break because he was unable to take it, his clocking records would be subsequently altered by EDISON to reflect a meal break when he had not taken one.

EDISON knew or should have known that, as a result of its policies and practices, Mr. Yoldi and other Aggrieved Employees were performing their assigned duties off-the-clock, were subject to control of EDISON, and/or were suffered or permitted to perform work for which they were not paid. EDISON also knew, or should have known, that it did not compensate Mr. Yoldi and other Aggrieved Employees for off-the-clock work or all hours worked. Because Mr. Yoldi and other Aggrieved Employees sometimes worked shifts longer than eight hours a day and/or more than forty hours a week some of the off-the-clock work qualified for overtime premium pay. At other times, EDISON simply did not pay for all the hours that were recorded. Therefore, Mr. Yoldi and other Aggrieved Employees were not paid overtime wages for all of the overtime hours they actually worked. EDISON's failure to pay Mr. Yoldi and other Aggrieved Employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Furthermore, EDISON's regular rate of pay for calculating overtime wages did not include all required remunerations, including non-discretionary bonuses, or the correct calculation.

Based on the foregoing, Mr. Yoldi and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 1194, and/or 2699(a), (f), and (g).

Violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 and California Code of Regulations Title 8, section 11050 subdivision 4

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage Order require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined by the applicable Wage Order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

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Based on the same facts set forth above, EDISON's policy or practice requires employees to work during meal breaks or before and after work shifts to minimize all work hours paid. EDISON did not pay minimum wages for all hours worked, e.g., off-the-clock hours that Mr. Yoldi and other Aggrieved Employees worked, including but not limited to during meal periods or before or after work.

This off-the-clock work and/or unpaid recorded hours resulted in unpaid minimum wages in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.² Accordingly, EDISON regularly failed to pay at least minimum wages to Mr. Yoldi and other Aggrieved Employees for all of the hours they worked in violation of California Labor Code sections 223, 1182.12, 1194, 1197, 1197.1, and 1198 as well as the applicable IWC Wage Order.

Mr. Yoldi and other Aggrieved Employees are therefore entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (g).

Violation of California Labor Code sections 226.7, 512(a), and 1198

Labor Code sections 226.7, 512(a) and 1198 and the applicable IWC Wage Order require employers to provide meal and rest periods and to pay employees one additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five hours per day without providing the employee with an uninterrupted meal period of not less than thirty minutes, except that if the total work period per day of the employee is not more than six hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break of not less than thirty minutes if an employee works over ten hours per day, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Under California law, an employer cannot evade meal break requirements via the use of "on-duty" meal period agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 2011 U.S. Dist. LEXIS 156685 (C.D. Cal. Jan. 11, 2011).

Labor Code section 226.7 provides that no employer shall require an employee to work during

² Mr. Yoldi also contends that Edison's conduct as described herein violates Section 223 in that it secretly paid employees a lower wage while purporting to pay a higher wage.

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any rest period mandated by an applicable order of the IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten minutes net rest time per four hours or major fraction thereof” unless the total daily work time is less than three and one-half hours. To comply with its obligation to provide rest periods under Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

Based on information and belief, EDISON has a uniform policy or practice of understaffing its establishment, which resulted in a lack of break coverage and prevented Mr. Yoldi and other Aggrieved Employees from taking all timely, uninterrupted, 30-minute meal periods to which they were entitled. EDISON has also systematically discouraged or impeded Mr. Yoldi and other Aggrieved Employees from taking meal periods including by failing to schedule meal periods and interrupting them, even though it is aware and knows that employees are entitled to such meal periods. Additionally, EDISON had a practice and/or procedure in which supervisors/managers directed Mr. Yoldi other Aggrieved Employees to clock out for meal periods but continue working. If things slowed down, the managers would then tell Mr. Yoldi and other Aggrieved Employees to take a meal period, however, those meal periods would be too late or too short. Moreover, when Mr. Yoldi missed meal period, his supervisors/managers would adjust the time records by adding clockings for meal periods that he did not receive. EDISON also systematically, and on a company-wide basis, did not provide second meal periods and had no policy for permitting and authorizing Mr. Yoldi and other Aggrieved Employees to take a second 30-minute meal period on days they worked more than 10 hours in one day. During the relevant time period, Mr. Yoldi and other Aggrieved Employees sometimes worked shifts longer than 10 hours and did not receive an uninterrupted second 30-minute meal period. As a result of these policies and/or practices, Mr. Yoldi and other Aggrieved Employees continued to perform their assigned duties without being able to take timely, compliant meal periods. Mr. Yoldi and other Aggrieved Employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

To the extent EDISON required its employees to sign written “on-duty” meal period agreements, such agreements were invalid as the nature of the work performed by Mr. Yoldi and other Aggrieved Employees did not necessitate an “on-duty” meal period under California law. EDISON could have provided break coverage for its employees or staffed more than one employee in different areas, but chose not to do so. EDISON knew or should have known that as a result of these policies and/or practices, Mr. Yoldi and other Aggrieved Employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods and that they did not

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Re: *Benjamin Yoldi v. The Edison Downtown Los Angeles*
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always receive timely, uninterrupted, 30-minute meal periods. As a result, Mr. Yoldi and other Aggrieved Employees had to work through all or part of their meal periods and/or have their meal periods interrupted.

As with meal periods, EDISON'S policies and/or practices prevented Mr. Yoldi and other Aggrieved Employees from being relieved of all duty to take compliant rest periods. As a result, Mr. Yoldi and other Aggrieved Employees would routinely work shifts longer than 3.5 hours, longer than 6 hours, and/or longer than 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

EDISON also has engaged in a company-wide practice and/or policy of not paying all meal and rest period premiums owed when compliant meal and rest periods are not provided. Because of this practice and/or policy, Mr. Yoldi and other Aggrieved Employees have not received all premium pay for non-compliant meal and/or rest periods.

Accordingly, EDISON failed to provide all meal and rest periods in violation of California Labor Code sections 226.7, 512, and 1198. Mr. Yoldi and other Aggrieved Employees are therefore entitled to penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violation of California Labor Code sections 226(a), 1174(d), and 1198

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. EDISON has not provided Mr. Yoldi and other Aggrieved Employees with properly itemized wage statements. The deficiencies include, among other things, failing to list gross wages earned, failing to list total hours worked by employees, failing to list net wages earned, the name and address of the legal entity, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate and/or failing to state all hours worked as a result of not recording or stating all the hours that Mr. Yoldi and/or other Aggrieved Employees worked. Moreover, an aggrieved employee may seek civil penalties under Labor Code section 2699 for violations of wage statement requirements without the need to establish injury.

Further, Labor Code section 226.3 provides that any employer who violates Section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which

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employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by Section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), EDISON willfully failed to maintain accurate payroll records for Mr. Yoldi and other Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a result of failing to record all hours worked and/or failing to correctly list the gross wages and net wages earned by them.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, EDISON failed, on a company-wide basis, to keep accurate records of shift start and stop times for Mr. Yoldi and other Aggrieved Employees, in violation of Section 1198.

Because EDISON failed to provide, among other things, the accurate number of total hours worked, as well as gross wages earned, and net wages earned on wage statements, Mr. Yoldi and other Aggrieved Employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, the wage statements created confusion as Mr. Yoldi and other Aggrieved Employees had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Yoldi and other Aggrieved Employees are therefore entitled to recover penalties, attorneys’ fees, costs, and interest pursuant to Labor Code sections 226(a), 226.3, 1174.5, and/or 2699(a), (f), and (g).

Violation of California Labor Code section 204

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code section 204 also requires that all wages

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earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

During the relevant time period, EDISON failed to pay Mr. Yoldi and other Aggrieved Employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and premiums, within any time period specified by California Labor Code section 204.

Mr. Yoldi and other Aggrieved Employees are entitled to recover penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

Violation of California Labor Code sections 201 and 202

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Based on information and belief, EDISON failed to timely pay Aggrieved Employees who are no longer employed by EDISON all their earned wages at the time of discharge, or within seventy-two hours of their leaving EDISON's employ in violation of California Labor Code sections 201 and 202. Additionally, on information and belief, EDISON has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202.

Mr. Yoldi and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

Violation of California Labor Code section 1198

Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. Labor Code section 1198 further requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

California Code of Regulations, Title 8, section 11050(5)(A) provides that:

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Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

Upon information and belief, EDISON violated Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5), because it failed to pay Mr. Yoldi and other Aggrieved Employees reporting time pay when they reported to work for the scheduled shift but were put to work for less than half of the scheduled hours. For instance, Mr. Yoldi has reported to work only to be sent home immediately or be sent home before having worked less than half of his scheduled shift. When this occurred, EDISON did not pay Mr. Yoldi and other Aggrieved Employees for at least half of their scheduled hours.

Accordingly, Mr. Yoldi and other Aggrieved Employees are entitled to recover civil penalties, attorneys' fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f), and (g).

* * *

Mr. Yoldi seeks the remedies set forth above for himself, the State of California, and all other Aggrieved Employees. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), and 2699.5, Mr. Yoldi, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other Aggrieved Employees, and the State of California against EDISON for violations of California Labor Code sections 201, 202, 204, 223, 226(a), 226.7, 510, 512, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

On behalf of all aggrieved employees, Mr. Yoldi seeks all applicable penalties and other available relief related to these violations of the California Labor Code pursuant to PAGA.

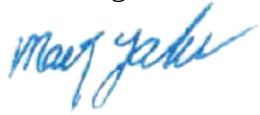
Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mark Yablonovich
LAW OFFICES OF MARK YABLONOVICH
1875 Century Park East, Suite 700
Los Angeles, CA 90067
(310) 286-0246

LAW OFFICES OF
MARK YABLONOVICH

California Labor and Workforce Development Agency
Re: *Benjamin Yoldi v. The Edison Downtown Los Angeles*
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Best Regards,



Mark Yablonoich

Copy: EDISON DOWNTOWN, INC. (via U.S. Certified Mail)
THE EDISON DOWNTOWN LOS ANGELES (via U.S. Certified Mail)

LAW OFFICES OF

MARK YABLONOVICH1875 CENTURY PARK EAST, SUITE 700
LOS ANGELES, CALIFORNIA 90067-2508

7017 1450 0002 0141 7864

THE EDISON DOWNTOWN LOS ANGELES
108 W. 2ND STREET, #101
LOS ANGELES, CA 90012

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The Edison Downtown
Los Angeles
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Los Angeles, CA 90012

9590 9401 0045 5071 7966 56

2. Article Number (Transfer from service label)

7017 1450 0002 0141 7864

PS Form 3811, April 2015 PSN 7530-02-000-9053

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X☐ Agent☐ Addressee

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- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

MARK YABLONOVICH1875 CENTURY PARK EAST, SUITE 700
LOS ANGELES, CALIFORNIA 90067-250

7017 1450 0002 0141 7871

EDISON DOWNTOWN, INC.
108 W. 2ND STREET, #101
LOS ANGELES, CA 90012

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1. Article Addressed to:

Edison Downtown, Inc.
108 W. 2nd Street, #101
Los Angeles, CA 90012

9590 9401 0045 5071 7966 49

2. Article Number (Transfer from service label)

7017 1450 0002 0141 7871

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
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3. Service Type

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- ☐ Signature Confirmation Restricted Delivery

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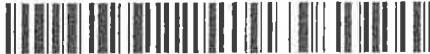
4579664

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1. Article Addressed to:

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Los Angeles
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Los Angeles, CA 90012



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2. Article Number (Transfer from service label)

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PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

Fatima Martinez

C. Date of Delivery

1/10/20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
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1. Article Addressed to:

Edison Downtown, Inc.
108 W. 2nd Street, #101
Los Angeles, CA 90012



9590 9401 0045 5071 7966 49

2. Article Number (Transfer from service label)

7017 1450 0002 0141 7871

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

Fatima Martinez

C. Date of Delivery

1/10/20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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